

**Commonwealth of Kentucky
Kentucky Board of Physical Therapy
Agency Case No. BIC2019-109
Administrative Action No. 19-KBPT-_____**



**Commonwealth of Kentucky,
Board of Physical Therapy**

Complainant

Order

**James Clinton Wimsett, PTA
(Certificate No. A04068)**

Respondent


* * * * *

The Kentucky Board of Physical Therapy, having met on July 15, 2021, and having voted on the above-styled case, hereby adopts and incorporates the attached Settlement Agreement of Voluntary Surrender and Settlement Agreement.

It is so ordered.

Dated this 10th day of August 2021

Kentucky Board of Physical Therapy

By: 
**Ed Dobrzykowski, PT
Chair**

Certificate of Service

I hereby certify that a true and accurate copy of the foregoing Order and Settlement Agreement was hand-delivered to:

James Clinton Wimsett, PTA
516 East Kentucky Street
Louisville, KY 40203
Respondent

And emailed to:

M. Keith Poynter
1154 South Third Street
Louisville, KY 40203
Counsel for the Board

All on this 11th day of August, 2021.



Scott D. Majors, Executive Director

**Commonwealth of Kentucky
Kentucky Board of Physical Therapy
Agency Case No. BIC2019-109
Administrative Action No. 20-KBPT-_____**



Kentucky Board of Physical Therapy

Complainant

v. Voluntary Surrender and Settlement Agreement

**James Clint Wimsett, PTA and PT Applicant
(Certificate No. PTA-A04068)**

Respondent

* * * * *

Whereas, on December 5, 2019, the Kentucky Board of Physical Therapy ("Board") approved a Settlement Agreement with James Clinton Wimsett, PTA, 516 East Kentucky Street, Louisville, KY, 40203, ("Respondent") for violations of KRS 327.070(2)(a), KRS 327.070(2)(k), and KRS 327.070(2)(m); and

Whereas, Respondent has failed to successfully complete the terms and conditions of said Settlement Agreement. The respondent's certificate to practice was Immediately Temporarily Suspended on August 7, 2020 for failing to comply with the terms of his Settlement. The respondent was ordered to undergo a Comprehensive Professional Evaluation by the Board on September 21, 2020. The Board issued a Notice of Hearing on November 25, 2020, and scheduled a hearing on June 22, 2021; and

Whereas, Respondent desires to voluntarily surrender his certificate to practice as a physical therapist assistant in the Commonwealth of Kentucky, as if revoked;

It is hereby stipulated and agreed between the undersigned parties the following terms:

Voluntary Waiver of Rights

The Respondent has had the opportunity at all times to seek the advice from competent counsel of choice. No coercion has been exerted upon the Respondent, nor have any promises been made other than those reflected in this Agreement. The Respondent freely and voluntarily enters into this Agreement, motivated only by a desire to resolve the issues addressed herein. The Respondent has executed this Agreement only after a careful reading of it and a full understanding of all of its terms. The Respondent waives the right to challenge any agreed upon term or condition of this Agreement notwithstanding any other statutory provision of KRS Chapter 327, and the Respondent expressly agrees those agreed upon terms and conditions contained therein are exclusively a matter of private right.

The Respondent is fully aware of the rights to contest charges in a formal hearing. These rights include: representation by an attorney at the Respondent's own expense, the right to a public hearing on charges contained in any Notice of Administrative Hearing, the right to confront and cross-examine witnesses called to testify against the Respondent, the right to present evidence on the Respondent's behalf, the right to compulsory process to secure the attendance of such witnesses, the right to testify on the Respondent's own behalf, the right to receive written findings of fact and conclusions of law supporting the decision on the merits of a Notice of Administrative Hearing, the right to obtain judicial review of the Board's decision, and the right to appeal any Final Order of the Board to the Franklin Circuit Court as otherwise allowed by KRS 327.075(4). All of these rights are being voluntarily waived by the Respondent in exchange for the Board's acceptance of this Agreement.

Jurisdiction

The Respondent acknowledges the Board has jurisdiction over the Respondent and the conduct which has precipitated this Agreement. The Respondent also acknowledges the Board has the legal power to take disciplinary action up to and including revocation of the Respondent's certificate to practice as a physical therapist assistant in the Commonwealth of Kentucky.

The Respondent acknowledges the Board will retain jurisdiction over this matter until all terms and conditions set forth in this Agreement have been met to the satisfaction of the Board.

Publication of Settlement Agreement

The Respondent acknowledges, once adopted by the Board, this Agreement is considered a public document, available for inspection at any time by any member of the public under the Kentucky Open Records Act. Further, the Respondent understands the Board is free to make any use it deems appropriate of the contents of this Agreement, which shall include the Board's ability to share the content of this Agreement with any governmental or professional Board or organization, publication of a summary in the Board's newsletter and availability via the Board's website, and reporting under federal law.

Effect upon License Status: Voluntary Surrender of Certificate

The parties agree to the following as the agreed upon disciplinary action:

1. The Respondent's Certificate to practice as a physical therapist assistant in the Commonwealth of Kentucky shall be voluntarily surrendered as if revoked upon a filing of an Order of the Board adopting this Agreement.

2. The Respondent agrees that, prior to seeking reinstatement of his credential, he shall successfully complete a comprehensive professional evaluation.
3. The Respondent agrees to comply with the terms recommended by the IPTPC and the comprehensive professional evaluation (if applicable) prior to having his privileges to practice reinstated.
4. The Respondent agrees that, prior to seeking reinstatement of his credential, he shall enter into a five (5) year IPTPC monitoring agreement.
5. The Respondent agrees that, prior to seeking reinstatement of his credential, he shall successfully complete six (6) months of documented sobriety with KYPRN.
6. The Respondent agrees that, prior to seeking reinstatement of his credential, he shall pay investigative costs totaling \$3,000.

Reinstatement Provision

The Respondent may apply for reinstatement of his license so long as the Respondent has presented proof to the Board of the successful completion of the terms outlined above in this Agreement, as well as those terms referenced in KRS 327.075 and 201 KAR 22:040 Section 4.

Duty to Cooperate with the Board

The Respondent agrees to permit and cooperate with the Board, its members, agents, and employees, to monitor the Respondent's compliance with the terms and conditions of this Agreement upon his application for reinstatement, if filed.

The Respondent expressly understands failure to comply with and complete all terms of this Agreement shall constitute a violation of KRS 327.070(2)(k) for failing or refusing to obey any lawful order of the Board, for which the Board may impose additional penalties available under law after notice and opportunity to be heard. The Respondent agrees to indemnify the Board for any costs, including reasonable attorney's fees, if the Board finds,

after notice and opportunity to be heard, that the Respondent has failed to comply with any provision of this Settlement Agreement.

Resolution of Pending Charges

The need for a final disposition concerning the above-mentioned violations of KRS 327.070 is hereby resolved pending the Board adopting this Settlement Agreement as an Order of the Board.

Release of Liability

In consideration of execution of this Settlement Agreement, the Respondent, the Respondent's executors, administrators, successors and assigns, hereby releases and forever discharges the Commonwealth of Kentucky, the Kentucky Board of Physical Therapy, and each of their members, agents, and employees in their individual and representative capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or equity, the Respondent ever had, now has, may have or claim to have against any or all of the persons or entities named in this paragraph arising out of or by reason of this investigation, this disciplinary action, this Settlement Agreement, or its administration.

Acceptance by the Board

It is hereby agreed between the parties this Settlement Agreement shall be presented to the Kentucky Board of Physical Therapy at the next regularly scheduled meeting of the Board.

The Respondent understands the Board is free to accept or reject this Settlement Agreement, and if rejected by the Board, a formal disciplinary hearing against the Respondent may be scheduled thereafter with the Hearing Officer and counsel. The Respondent hereby agrees to waive any right the Respondent might have to challenge the impartiality of the Board, based solely upon the presentation of this Agreement, to hear the disciplinary charges if, after review by the Board, this Agreement is rejected.

If the Agreement is not accepted by the Board, it shall be regarded as null and void. Admissions by the Respondent in the Agreement will not be regarded as evidence against the Respondent at the subsequent disciplinary hearing. The Respondent will be free to defend and no inferences against the Respondent will be made from the Respondent's willingness to have entered into this Agreement.

The Agreement shall not become effective until it has been approved by a majority of the Board and endorsed by a representative member of the Board.

Complete Agreement

This Agreement consists of six (6) pages and embodies the entire agreement between the Board and the Respondent. This Agreement shall constitute a binding contract between the Respondent and the Board, subject only to approval by the Board as set forth above. The Respondent shall not rescind, revoke, withdraw, or request to modify this Agreement prior to or during its presentation to the Board at a regularly scheduled meeting of the Board. It may not be altered, amended or modified without the express written consent of both parties.

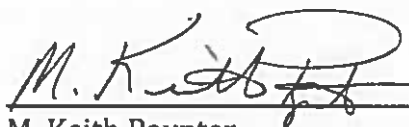
Have Seen, Understood, and Approved:


James Clinton Wimsett, PTA
516 East Kentucky Street
Louisville, KY, 40203

Respondent

Date:

8/24/21



M. Keith Poynter

1154 South Third Street

Louisville, Kentucky 40203

General Counsel, Kentucky Board of

Physical Therapy

Date: 8/10/2021